

Appl. No.: 10/042,245
Amendment dated January 4, 2006
Reply to Office Action of October 4, 2005

REMARKS/ARGUMENTS

The office action of May 9, 2005, has been carefully reviewed and these remarks are responsive thereto. Claims 22-49, 51-56, and 59-63 have been canceled without prejudice or disclaimer. Claims 1-9, 15-21, 50, 57, and 58 thus remain pending in this application. Reconsideration and allowance of the instant application are respectfully requested.

Restriction Requirement

The Office Action restricted the claims into the following groups:

- Group I: Claims 1-9, 15-21, 50 and 57-58
- Group II: Claims 22-34
- Group III: Claims 35-43
- Group IV: Claims 44-49
- Group V: Claims 51-56
- Group VI: Claims 59-62

Applicant hereby elects Group I without traverse. Applicant has, as a result, canceled claims in groups II-VI without prejudice or disclaimer.

Election of Species Requirement

The Office Action required an election of species in Group I, splitting group I into 14 alleged species. Applicant hereby elects species I.B, claims 1 and 3, with traverse. Applicant respectfully submits that the election of species requirement is improper. In order to restrict claims to different species, the claims must be mutually exclusive. See MPEP § 806.04(f). However, the claims of Species I.A through I.N are not mutually exclusive.

For example, the Office Action places claims 2 and 3 in species I.A and I.B, respectively. However, there is no disclosure or limitation in the language of the claims nor in the specification which indicates that the features of claims 2 and 3 are mutually exclusive. Indeed, claim 2 recites the step of preventing the first negotiator from entering text into the second dialogue box. Claim 3 recites the step of, in response to detecting that the first and second negotiators have entered identical text in each respective first and second dialogue boxes,

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permitting the first and second negotiators to select "agree" for the agree/defer selector, and otherwise inhibiting such selection. There is no basis on which to rely that supports the notion that the preventing step of claim 2 could not be used with the permitting step of claim 3, because the two steps each refer to different fields of the user interface, and thus could be used together if the applicant so desires.

As another example, there is no disclosure in the specification or limitation in the language of claim 4 that repeating steps (1) and (3) until the first and second negotiator have selected either agree or defer for each of the plurality of contract provisions is mutually exclusive from the recitations of, e.g., claims 2 and 3.

The other alleged species are also not mutually exclusive from each other. For brevity, Applicant does not believe it necessary to point out the same flaw of the Office Action's indication of alleged species of each claim with respect to every other alleged species/claim.

CONCLUSION

All rejections having been addressed, applicant respectfully submits that the instant application is in condition for allowance, and respectfully solicits prompt notification of the same. However, if for any reason the Examiner believes the application is not in condition for allowance or there are any questions, the examiner is requested to contact the undersigned at (202) 824-3153.

Respectfully submitted,

BANNER & WITCOFF, LTD.

Dated this 4th day of Jan., 2006

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